

**EXHIBIT A**

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Rebecca Johnson, Individually and as )  
Personal Representative of the Estate )  
of Frank Craig Johnson, )

Plaintiff, )

vs. )

Prudential Insurance Company of America, )

Defendant. )

**SUMMONS**

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is attached hereto and herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber at **1225 South Church Street, Greenville, South Carolina 29605**, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer, appear or defend, the Plaintiff will apply to the Court for the relief demanded in the Complaint and judgment will be taken against you by default.

s/John R. Peace

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**Attorney for Plaintiff Rebecca Johnson**

June 2, 2021

|  |   |                              |
|--|---|------------------------------|
| STATE OF SOUTH CAROLINA                  | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF GREENVILLE                     | ) |                              |
| Rebecca Johnson, Individually and as     | ) |                              |
| Personal Representative of the Estate    | ) |                              |
| of Frank Craig Johnson,                  | ) |                              |
|  | ) |                              |
| Plaintiff,                               | ) |                              |
|  | ) |                              |
| vs.                                      | ) |                              |
|  | ) |                              |
| Prudential Insurance Company of America, | ) | <b>COMPLAINT</b>             |
|  | ) | Non-Jury- ERISA              |
|  | ) |                              |
| Defendant.                               | ) |                              |
|  | ) |                              |

Plaintiff Rebecca Johnson, Individually and as Personal Representative of the Estate of Frank Craig Johnson, by and through her undersigned counsel, complaining of the above-named Defendant Prudential Insurance Company of America (hereinafter "Prudential") would respectfully show unto this Honorable Court the following:

#### **PARTIES AND JURISDICTION**

1. Plaintiff is the widow of the late Frank Craig Johnson, and the Personal Representative of the Estate of Frank Craig Johnson.
2. Prior to his death, Frank Craig Johnson was employed by ScanSource, Inc.
3. Upon information and belief, ScanSource, Inc. established a one or more Welfare Benefit Plans providing various group benefits to its employees and their beneficiaries.
4. Upon information and belief, ScanSource, Inc. purchased an insurance policy from Defendant Prudential to fund benefits for claims arising from specified accidents and accidental death and dismemberment.
5. Defendant Prudential is a fiduciary of the ScanSource, Inc. Accidental Death &

Dismemberment (AD&D) Plan.

6. This court has jurisdiction to hear this matter pursuant to ERISA, 29 U.S.C. § 1132(e).

**GENERAL ALLEGATIONS**

7. All other allegations contained herein, to the extent that they are not inconsistent herewith, are incorporated by reference.
8. Plaintiff's decedent Frank Craig Johnson enrolled for \$50,000 in Basic Accidental Death Benefits and \$500,000 in Optional AD&D Benefits under the Term Life & Accidental Death and Dismemberment Insurance policy issued by Defendant Prudential to ScanSource, Inc.
9. Plaintiff's decedent Frank Craig Johnson designated his wife Plaintiff Rebecca Johnson as beneficiary for \$50,000 in Basic Accidental Death Benefits and \$500,000 in Optional AD&D Benefits under the terms of the Prudential Accidental Death Policy purchased by ScanSource, Inc. at issue in this case.
10. The Prudential Accidental Death Policy states that "This Coverage pays benefits for accidental Loss which results from an accident."
11. Both the Basic AD&D Coverage and Optional AD&D Coverages further state that "Loss means your: (1) Loss of Life."
12. The Prudential Accidental Death Policy does not define the term "Accident".
13. On November 16, 2018, upon information and belief, Plaintiff's decedent Frank Craig Johnson died as a the result of a cerebrovascular accident (CVA) caused by air travel.
14. Upon information and belief, the CVA caused a Pulmonary Embolism (PE), whereby a blood clot blocked one of the arteries from Mr. Johnson's heart to his lungs, killing him.

15. Plaintiff's decedent Frank Craig Johnson could not have foreseen that he would throw a blood clot as the result of air travel.
16. Plaintiff's decedent Frank Craig Johnson's CVA was clearly an Accident as that term is commonly understood.
17. After Mr. Johnson passed away, Plaintiff Rebecca Johnson filed a timely claim for accidental death benefits with Defendant Prudential under the above referenced group benefit plan.
18. On April 6, 2020, Defendant Prudential denied Plaintiff's claim for accidental death benefits arising from the death of Frank Craig Johnson under the above-referenced Prudential policy.
19. On or about October 2, 2020, Plaintiff timely appealed the denial decision.
20. On February 5, 2021, Defendant Prudential denied Plaintiff's appeal.
21. Upon information and belief, Plaintiff has exhausted her administrative remedies under ERISA and under the terms of the applicable Plan documents.

**FOR A FIRST CAUSE OF ACTION**  
**Claim for Benefits Pursuant to 29 U.S.C. § 1132(a)(1)(B)**

22. Plaintiff re-incorporates all other allegations herein, where not inconsistent, as if fully set forth herein.
23. Plaintiff is informed and believe that her claims for \$50,000 in Basic Accidental Death Benefits and \$500,000 in Optional AD&D Benefits are properly payable under the terms of the Prudential policy issued to ScanSource, Inc.
24. Defendant Prudential's denial decision regarding Plaintiff's claim under the terms of the

Prudential policy issued to ScanSource, Inc. was were unreasonable and not supported by substantial evidence.

25. Plaintiff seeks to recover benefits due her under the terms of the plan and to enforce her rights under the terms of the Plan and under the terms of the ScanSource, Inc.'s life & accidental death and dismemberment coverage plan, pursuant to 29 U.S.C.S. § 1132(a)(1)(B).

WHEREFORE, having fully stated her Complaint against the Defendant Prudential, Plaintiff Rebecca Johnson respectfully prays for the following:

- (A) that the Court order the Defendant Prudential to pay Plaintiff Rebecca Johnson, as beneficiary, \$50,000 in Basic Accidental Death Benefits and \$500,000 in Optional AD&D Benefits, plus the legal rate of interest on those benefits, since the date of Frank Craig Johnson's accidental death; and
- (B) that the Court award such other relief as it deems just and proper including attorneys fees and costs, pursuant to 29 U.S.C. §1132(g)(1).

Respectfully Submitted,

s/John Peace

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June 2, 2021